

## Terms of Service

JTE-DESIGN takes your personal data seriously and takes all necessary actions to be compliant with the European General Data Protection Regulation (GDPR).

GDPR requirements include clarifying and providing information about: your privacy rights and how to exercise them; how we collect, use, share and protect your personal information; and the legal bases we rely on to process your personal information.

Not only is GDPR an important step in protecting the fundamental right to privacy for European citizens, it also raises the bar for data protection, security, and compliance.

For more information on GDPR, please visit: [https://ec.europa.eu/info/law/law-topic/data-protection/data-protection-eu\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-protection-eu_en).

To help you understand what all of this means for you and the steps we have taken to ensure the protection of your personal data, please review our Privacy Policy and our Terms of Service.

If you continue to use our service, you are agreeing to these policies.

If you do not agree with the Privacy Policy and Terms of Service, please deactivate your account. (To deactivate your account, log in, click Account on the left navigation, scroll down and click “Deactivate” on the left.) Please note, accounts with active paid services will need to contact our Support team to deactivate their account.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE YOU USE THE WEBSITE OR ATTEMPT TO ACCESS ANY SERVICES. THIS IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND JTE-DESIGN.

These terms (the “Terms of Service”) apply to your use of [www.JTE-DESIGN.com](http://www.JTE-DESIGN.com) (the “Website”) and any purchase or use by you of any services that may be made available to you through it (“Services”).

JTE-DESIGN reserves the right to amend or update these Terms of Service at any time, with or without notice. Such changes shall take effect immediately and shall apply to all subsequent use by you of the Website or Services.

### Accessing the Website

We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. JTE-DESIGN will not be liable to you if for any reason the Website is unavailable at any time or for any period.

### Accounts and Passwords

If you choose, or you are provided with, any form of user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We reserve the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must notify us immediately.

JTE-DESIGN reserves the right to refuse service to any individual or organisation at its discretion.

### Renewals & Payments

Payments made in respect of the Service are accepted via both PayPal and Credit Card. Service subscriptions DO NOT automatically renew. JTE-DESIGN reserves the right to terminate any and all related services once the service period has ended.

JTE-DESIGN reserves the right to invoice for Services unpaid.

Should JTE-DESIGN receive a chargeback or disputed payment, all services will be revoked until any disputed amounts have been repaid plus any fees incurred.

#### Delivery

All services shall be issued promptly within trading hours upon JTE-DESIGN receiving to its satisfaction confirmation of receipt of payment from the chosen gateway processor. Should your payment be identified as fraudulent or otherwise unlawful, irregular or contrary to this Terms of Service, the relevant service will be suspended and you will be liable to repay the relevant amount any fees incurred (including for the avoidance of doubt, any relevant payment processing fees).

Our setup & services usually take between 24 & 48 hours to complete, but this is not a guaranteed turnaround time, and at peak times such as new releases, they may take longer.

#### Cancellations & Refunds Policy

Services may be cancelled at any time. No notice period is required, and cancellation shall be effective from the date the cancellation request is made or processed. Requests for cancellation should be submitted from our members area at <https://www.jte-design.net/>

Any monies paid for services prior to a cancellation request being submitted are non-refundable. The same applies to any Services; once a Service has been started, any fees paid in respect of that Service shall be non-refundable.

JTE-DESIGN reserves the right to cancel Services and access to the Service at any time. If a customer breaks the Terms of Service, a refund will not be available.

Refunds are only issued for service failure (where the service materially fails to perform in accordance with its specification). Refunds are not issued for user end equipment failure/issues, lack of features, lack of technical sophistication or if your equipment does not meet the Software Requirements. Refunds are determined on individual circumstances and only issued once our technical staff determine that the service has a fault causing it to not run on your equipment. Refunds are not available after 1 month from the purchase date.

#### Intellectual property rights

We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### No reliance on information

The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

#### Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Irish law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user of the Website for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- ☐ use of, or inability to use, the Website; or
- ☐ use of or reliance on any content displayed on the Website.
- ☐ Under no circumstances shall JTE-DESIGN be liable for:
  - ☐ loss of profits, sales, business, or revenue;
  - ☐ business interruption;
  - ☐ loss of anticipated savings;
  - ☐ loss of business opportunity, goodwill or reputation; or
  - ☐ any indirect or consequential loss or damage.

You are using this Website as a consumer, please note that you are expressly prohibited from using the Website for any commercial or business purposes.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked to from the Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

#### Viruses

We do not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or

database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

#### Linking to our site

You may link to the home page of the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site.

We reserve the right to withdraw linking permission without notice.

#### Applicable law

Please note that these Terms of Service, its subject matter and its formation, are governed by Irish law. You and we both agree to that the courts of the Republic of Ireland will have exclusive jurisdiction.

## **Privacy Policy**

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If you continue to use our service, you are agreeing to these policies.

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JTE-DESIGN respects and values your privacy. That's why we have established this Privacy Policy (referred to as the "Privacy Policy" herein) – so that we can disclose what information we collect about you and how we use, store and disclose such information. We want to help you make an informed decision about whether or not to share your information with us.

JTE-DESIGN reserves the right to revise, modify, add or remove provisions to this Privacy Policy at any time. In the event that we do so, we will notify you in accordance with the notice provisions of our

Terms of Service. Take note of the 'Last Updated' date listed at the foot of this Privacy Policy. If we make changes to this Privacy Policy, we will update that date to notify you of the date of such changes. By continuing to use the Website after receiving notice of the updated Privacy Policy, you acknowledge that you have read and understand the revised Privacy Policy.

Capitalized terms in this Privacy Policy have the meaning given to such terms in our Terms of Service.

How does JTE-DESIGN collect information from you?

JTE-DESIGN collects information from you when you send it to us directly by filling out forms on the Website (including any application you may make for Services or the Software), corresponding with us by e-mail, writing to us by post, or speaking to us by telephone. We also collect information from you when you browse the Website and use the Software, as set out in detail below. Some of the methods we use to collect data are automated and will take effect automatically as you navigate the Website and/or use the Software.

What information does JTE-DESIGN collect?

Personal Information.

JTE-DESIGN may collect information from you which may be personally identifiable such as names, addresses, telephone numbers, fax numbers, physical addresses, email addresses and, if applicable, company names, addresses, telephone numbers, fax numbers, physical addresses, email addresses or tax ID numbers as well as similar information concerning technical contacts, marketing contacts, and executive contacts within your company or organization (collectively, in formation of this nature shall be "Personal Information").

Non-Personal Information.

JTE-DESIGN may collect non-personally identifiable information from you such as the type of browser you use, your operating system, the screen resolution of your browser, your ISP, your IP address, which pages you view on the Site and the time and duration of your visits to the Site (collectively, "Non-Personal Information"). JTE-DESIGN associates Non-Personal Information with Personal Information if you register with the Site.

User Communications.

If you communicate with us, we may collect information relating to that communication whether it takes the form of email, fax, letter, forum posting, testimonials or any other form of communication between you and JTE-DESIGN or Submitted by you to the Site (collectively, "User Communications").

Server Information.

If you use one of our software products such as our proprietary Hosting Solution, we may collect certain information concerning such software and concerning the server upon which the software operates. This information includes without limitation: (a) the licensed or unlicensed status of the software; (b) the source from which the license for the software was obtained (i.e., JTE-DESIGN or a JTE-DESIGN affiliate); or (c) information about the server upon which the software is installed including (i) the public IP address, (ii) the operating system and (iii) the use of any virtualization technologies on such server ((a) through (c) collectively, "Server Information"). Additionally, "Server Information" may also include (x) information collected by JTE-DESIGN from time to time concerning which features of the software are most often used in order to improve and make adjustments to the software; and (y) information collected from you by JTE-DESIGN in the event that you request technical support services including without limitation, IP addresses, usernames and passwords necessary to login to the server upon which you installed the JTE-DESIGN software and any affected accounts.

How does JTE-DESIGN use and store the information it collects?

As a general matter, JTE-DESIGN may use the information you disclose to us to improve and provide the Site, the Services and our other products and services, and for the specific purpose that you gave us the information. More specific details on how we use your information follow below.

We may use Personal Information to create and authenticate your account, to process transactions you request such as software license purchases, to provide you with the newsletters and mailing lists that you sign up for, to provide you with customer and technical support and to communicate with you about your account and our products and services. We may also use Personal Information to offer, market or advertise to you JTE-DESIGN products and services. While such JTE-DESIGN products and services may reference, incorporate or include third-party products and services, JTE-DESIGN will not use your Personal Information to independently offer, market or advertise third-party products and services unless we first obtain your consent to do so. You may update your Personal Information with us, but we may maintain records of Personal Information you disclose to us indefinitely.

We may use User Communications in the same ways we use Personal Information. If you communicate with us for a particular purpose, we may use your User Communications for that purpose. For example, if you contact us for technical support, we may use your communications to provide technical support to you. We may maintain records of User Communications you transmit to us indefinitely.

JTE-DESIGN may use Non-Personal Information to maintain, evaluate, improve and provide our Site, the Services and any other JTE-DESIGN products and services. We may retain Non-Personal Information indefinitely.

We may use Server Information to provide you with technical support services and to maintain, evaluate, improve and provide JTE-DESIGN products and services. We may also use such information to investigate unlicensed (and therefore unauthorized) uses of our software. JTE-DESIGN may maintain Server Information indefinitely.

How does JTE-DESIGN disclose the information it collects?

Except as disclosed in this Privacy Policy, JTE-DESIGN does not share your Personal Information with unaffiliated third parties other than is set out in this Privacy Policy. JTE-DESIGN will never disclose your Personal Information to an unaffiliated third party for the purposes of email or other marketing unless we first obtain your consent to do so.

JTE-DESIGN cannot be responsible for protecting your information if you share such information in publicly available sections of the Site such as the user forums or testimonials section. You should use your own judgment in disclosing this information on the Site.

In the event that JTE-DESIGN is purchased by another company, merges with another company or has a substantial portion of its assets purchased by another company, JTE-DESIGN may share your information with that company. In such an event, we will notify you in accordance with the notice provisions of the Terms of Use.

We may share your information with third parties as permitted or required by Applicable Law, by a court order or by another judicial or governmental request. We may also disclose your information if we determine that such disclosure is necessary to protect JTE-DESIGN's rights and remedies or is necessary for national security, law enforcement, or other issues of public importance. Such disclosures could take place in the context of an investigation or to prevent or take action against illegal activity, suspected fraud, situations involving potential threats to the physical safety of any person, violations of JTE-DESIGN's Terms of Service, applicable EULAs or other JTE-DESIGN agreements, or as otherwise required by Applicable Law.

JTE-DESIGN may disclose your information to affiliated third parties that assist us in providing, maintaining, evaluating, improving and providing the Site, the Services and any other JTE-DESIGN products and services. JTE-DESIGN may disclose your information to affiliated third parties for the purposes of offering, marketing or advertising JTE-DESIGN products and services to you (such JTE-DESIGN products and services may reference, incorporate or include third-party products and services). In such an event, JTE-DESIGN will take reasonable measures to prevent such affiliated third parties from using your information for other purposes.

Does JTE-DESIGN use cookies and web beacons?

Yes, JTE-DESIGN uses cookies to keep you logged in after you log in to the Site. Otherwise, you would have to log in again for each page of the Site that you visit.

Cookies are also used in Google Analytics tracking and for the tracking of referrals (if applicable).

Cookies are small text files placed on your computer by JTE-DESIGN. They may be associated with your Personal Information by JTE-DESIGN, but they do not contain your Personal Information. JTE-DESIGN does not use web beacons.

How does JTE-DESIGN protect Personal Information and other information about you?

JTE-DESIGN takes reasonable steps to protect the information we collect about you. Additionally, we may supply you with tools to evaluate the strength of the password you select for the Site. No security measures are foolproof, and JTE-DESIGN cannot guarantee the security of your information other than to take reasonable steps to protect it. In the event that JTE-DESIGN becomes aware of a security breach, unauthorized disclosure or inadvertent disclosure concerning your information, you agree that JTE-DESIGN may notify you of such an event using the notice provisions of the Terms of Use.

You are responsible for maintaining your account's security (as more specifically explained in the Terms of Use).

## Your Rights

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [info@JTE-DESIGN.com](mailto:info@JTE-DESIGN.com).

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

The Data Protection Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of €15 to meet our costs in providing you with details of the information we hold about you.

What if you have questions, comments or complaints about this Privacy Policy?

Please feel free to direct any questions, comments or complaints regarding this Privacy Policy using the contact information listed in the Notices section of the JTE-DESIGN Terms of Use. It is JTE-DESIGN's policy to investigate and attempt to resolve all formal written complaints we receive concerning this Privacy policy. JTE-DESIGN will cooperate with appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that cannot be resolved between JTE-DESIGN and an individual.